

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and entered into as of this 26th day of June, 2025, by the undersigned (the “Recipient”) in connection with exploring the possibility of a potential business transaction (the “Proposed Transaction”) with Applied Digital Corporation, a Nevada corporation (“APLD” and collectively with its direct and indirect subsidiaries, the “Disclosing Party”).

RECITALS

A. In connection with the Proposed Transaction, the Disclosing Party may furnish to the Recipient information concerning itself, its affiliates, its and its affiliates’ businesses and assets, and the Proposed Transaction, all of which is nonpublic, confidential and/or proprietary in nature.

B. In connection with the receipt of such information, the Recipient has agreed to maintain the confidentiality of, and agreed to restrict the use of, such information and to certain other terms, in each case as provided herein.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants and the agreements hereafter set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Recipient, intending to be legally bound, hereby agrees as follows:

Section 1 Definitions. As used in this Agreement, the following terms have the meanings stated in this Section 1:

“Evaluation Material” means (a) all information, data, agreements, documents, reports, “know-how”, interpretations, plans, studies, forecasts, projections and records (whether in oral or written form, electronically stored or otherwise) containing or otherwise reflecting information furnished hereunder concerning the Disclosing Party or any of its affiliates, their respective businesses or assets and other information, received before, on or after the date of this Agreement, (b) all memoranda, notes, analyses, compilations, studies or other documents which were developed based upon or which include any such Evaluation Material (whether in written form, electronically stored or otherwise), whether prepared by the Disclosing Party, the Recipient or any of their respective Representatives or others which contain, reflect or are based on any such Evaluation Material, and (c) this Agreement, the terms, provisions and conditions of this Agreement, the existence or purpose of this Agreement, the Proposed Transaction or any of the terms, conditions or other facts with respect to the Proposed Transaction, including without limitation, the fact that the parties are discussing a Proposed Transaction or the status thereof; provided, however, that “Evaluation Material” does not include (i) information which was already in the possession of the Recipient or its Representatives prior to the date hereof from a source other than the Disclosing Party or its Representatives, (ii) information which is obtained by the Recipient or any of its Representatives on a non-confidential basis from a source (other than Disclosing Party or its affiliates) not known by the Recipient to be prohibited from disclosing such information to the undersigned by a legal, contractual or fiduciary obligation owed to the Disclosing Party, (iii) information which is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in violation of the provisions of this Agreement, or (iv) information developed independently by the Recipient or its Representatives without use of the Evaluation Material and without violating any of its obligations hereunder.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization of any kind, including, without limitation, a governmental authority or agency.

“Representative” of a Person means their respective affiliates, and its and their affiliates’ respective directors, officers, employees, partners, advisors (including without limitation accountants, attorneys, financial advisors, and consultants) and, with respect to the Recipient, only upon prior written consent of the Disclosing Party, lenders and potential co-investors.

Section 2 Agreement Not to Disclose or Use Evaluation Material.

(a) Non-Disclosure of Evaluation Material. The Recipient shall not, and shall cause its Representatives not to, directly or indirectly, disclose, reveal, divulge, publish or otherwise make known any of the Evaluation Material to any Person for any reason or purpose whatsoever, except as provided in Section 2(c) or Section 7 below. Except as otherwise provided herein, the Recipient shall treat the Evaluation Material as confidential at all times. The Recipient shall not, and shall cause its Representatives not to, make any copies of the Evaluation Material except to the extent reasonably in connection with evaluating the Proposed Transaction or in connection with Section 8(a).

(b) Limitations on Use of Evaluation Material. The Recipient shall, and shall cause its Representatives to, use the Evaluation Material solely for the purpose of evaluating the Proposed Transaction in accordance with the terms of this Agreement. Furthermore, the Recipient shall not, and shall cause its Representatives not to, directly or indirectly, (i) use the Evaluation Material for any reason or purpose other than evaluating the Proposed Transaction, (ii) use any Evaluation Material in violation of any federal or state law, rule or regulation, or (iii) disclose any Evaluation Material to any person, including without limitation, to any of a Recipient’s Representatives, in violation of any federal or state law, rule or regulation.

(c) Permitted Disclosure. The Recipient may disclose the Evaluation Material to its Representatives who (i) need to know such information to enable its Recipient to evaluate the Proposed Transaction, (ii) are informed of the confidential nature of the Evaluation Material and (iii) agree to be bound by the terms of this Agreement. Such Representatives may use the Evaluation Material only in accordance with the provisions of Section 2(b) above. The Recipient shall be fully responsible for any breach of this Agreement by any of its Representatives.

(d) Ownership. The Evaluation Material is owned solely and exclusively by the Disclosing Party and its affiliates, shall remain the exclusive property of the Disclosing Party and its affiliates, and the Recipient shall have no right, title or interest in, to or under any of the Evaluation Material or any material developed from the Evaluation Material.

Section 3 No Cross-Talk/Anti-Lockup. The Recipient agrees that, without the prior consent of the Disclosing Party, which the Disclosing Party may withhold for any reason or no reason, the Recipient shall not, and shall cause its affiliates and its Representatives (acting on behalf of the Recipient or such affiliates) not to, enter into any discussions, negotiations, agreements or understandings (including, without limitation, any teaming, exclusivity or similar agreement) with any third party in relation to the Disclosing Party or its affiliates or the Proposed Transaction, including prospective or actual investors, lenders or other financing sources. Without limitation of the foregoing, the Recipient shall not, and shall cause its affiliates and its Representatives (acting on behalf of the Recipient or such affiliates) not to, enter into or enforce any exclusivity agreement or any other agreement, arrangement or understanding that places any restrictions on any third party with respect to providing debt financing or financial advisory services to any third party in connection with the Proposed Transaction or any other similar transaction involving the Disclosing Party or its affiliates.

Section 4 Standstill. The Recipient shall not, and shall cause its affiliates and its and their Representatives (acting on behalf of the Recipient or such affiliates) not to, for a period ending on the earlier of (i) six (6) months from the termination of this Agreement and (ii) the date on which APLD enters into a definitive agreement with respect to, or publicly announces that it plans to enter into, a transaction involving all or a controlling portion of APLD's equity securities or all or substantially all of APLD's assets (whether by merger, consolidation, business combination, tender or exchange offer, recapitalization, restructuring, sale, equity issuance or otherwise), directly or indirectly, acting alone or in concert with others (and shall not assist, provide or arrange financing to or for others or otherwise encourage others to):

- (a) enter into any discussions, negotiations, arrangements or understandings with respect to any acquisition or sale of, or acquire or sell or agree, offer or propose to acquire or sell (or request permission to do so) ownership (including, without limitation, beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of (i) the Disclosing Party or its affiliates, (ii) any material portion of the assets or property of the Disclosing Party or its affiliates, (iii) any debt or equity securities of, or direct or indirect rights to acquire any debt or equity securities of the Disclosing Party or its affiliates, (iv) any other debt (including without limitation, institutional debt (bank or otherwise), commercial paper, notes, debentures, and bonds of the Disclosing Party or its affiliates, (v) any rights or options to acquire or sell such ownership (including from a third party), or (vi) any derivatives or other contract rights the value of which in whole or in substantial part derives from or is based upon the trading prices of any securities or instruments issued by the Disclosing Party or its affiliates;
- (b) solicit or submit a proposal for, or offer of (with or without conditions) any merger, consolidation, business combination, tender or exchange offer, recapitalization, reorganization, purchase of a material portion of the assets or property of or other similar extraordinary transaction involving the Disclosing Party or its affiliates;
- (c) seek or propose to influence or control the management or the policies of the Disclosing Party or its affiliates or to obtain representation on the Board of Directors of the Disclosing Party or its affiliates, or solicit, or participate in the solicitation of, any proxies or consents with respect to any securities or instruments of the Disclosing Party or its affiliates;
- (d) take any action which might require the Disclosing Party or its affiliates to make a public announcement regarding the types of matters set forth in (a) through (c) above in this sentence;
- (e) enter into any discussions, negotiations, arrangement or understandings with any third party with respect to any of the foregoing;
- (f) make any public announcement with respect to any of the foregoing; or
- (g) request permission to do any of the foregoing or request any waiver or amendment of any provision of this Section 4.

Section 5 Non-Solicit.

(a) The Recipient agrees and, shall cause its Representatives to agree, that for a period of two (2) years from the date hereof, neither the Receiving Party nor its Representatives shall, directly or indirectly, use any Evaluation Material to solicit, initiate or maintain contact with, or provide any services to, any customers or business partners of the Disclosing Party or its affiliates or otherwise compete with the Disclosing Party or its affiliates.

Section 6 Reserved.

Section 7 Compelled Disclosure. Notwithstanding the provisions of Section 2 of this Agreement to the contrary, if the Recipient or any of its Representatives are required to disclose any Evaluation Material pursuant to any applicable law, rule or regulation, the Recipient shall promptly notify the Disclosing Party in writing of any such requirement so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. The Recipient shall, and shall cause its Representatives to, reasonably cooperate with the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain such a protective order or other remedy. If such order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient or Representative shall disclose only that portion of the Evaluation Material which they are advised by counsel that they are legally required to so disclose and shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Material so disclosed. Notwithstanding the foregoing, the Recipient and its Representatives may disclose Evaluation Material without notice of any kind to any regulatory authority (including any self-regulatory authority) in connection with any routine examination, investigation, regulatory sweep or other regulatory inquiry not specifically targeted to the Disclosing Party.

Section 8 Destruction of Evaluation Material. Promptly upon the written request of the Disclosing Party, the Recipient shall, and shall cause its Representatives to destroy all Evaluation Material in tangible form, and neither the Recipient nor any of its Representatives shall retain any copies thereof. In addition, all Evaluation Material in electronic form shall be deleted from the Recipient's and its Representatives' computer systems. Notwithstanding the foregoing, the Recipient and its Representatives (a) may each retain one copy of the Evaluation Material for the Recipient's and its Representatives' respective legal files for compliance and regulatory purposes, and (b) need not destroy electronic archives and backups made in the ordinary course of business where it would be commercially impracticable to do so; subject, in either case, to the Recipient's obligations of confidentiality herein. Upon the written request of the Disclosing Party, the Recipient shall confirm in writing its compliance with any requests made pursuant to this Section 8.

Section 9 Compliance with North Dakota Open Records Law. Notwithstanding any section in this Agreement, the Recipient will at all times comply with North Dakota law, and specifically North Dakota open records law.

Section 10 No Representations and Warranties; No Liability; Definitive Agreement.

(a) No Representations and Warranties. The Evaluation Material is being provided to the Recipient "as is" and without any representation or warranty of any kind, either express or implied. The Recipient understands and agrees that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material nor will any of them have any liability to the Recipient or its Representatives or any other Person relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom, except as may be set forth in a definitive agreement between the parties. The Recipient understands and agrees that the Disclosing Party is under no duty or obligation to provide the Recipient with access to any information, and nothing herein is intended to impose any such obligation on the Disclosing Party or any of its Representatives.

(b) No Liability. The Recipient understands and agrees that any of the Evaluation Materials prepared by the Disclosing Party or its Representatives were prepared for their internal purposes only, and thus may not be suitable for the Recipient's purpose. The Recipient acknowledges and agrees that the Recipient will make its own independent evaluation of the Proposed Transaction and will not be relying on the Disclosing Party or any of its Representatives in connection with the Proposed Transaction and that

neither the Disclosing Party nor any of its Representatives is acting as the Recipients' broker or advisor in connection with the Proposed Transaction. The Recipient shall not, and shall cause its Representatives not to, pursue any action, suit or proceeding against the Disclosing Party or any of its Representatives arising from or relating to the provision by the Disclosing Party or its Representatives to the Recipient and its Representatives of the Evaluation Material or the information contained therein.

(c) Definitive Agreement. This Agreement does not constitute a binding agreement or obligation to reach a final and definitive agreement with respect to the Proposed Transaction and no contract or agreement providing for any transaction involving the Disclosing Party and the Recipient shall be deemed to exist between the Disclosing Party and the Recipient unless and until a final and definitive agreement satisfactory to any parties thereto has been negotiated, fully executed and delivered. Unless and until such a definitive agreement between the Disclosing Party and the Recipient has been negotiated, fully executed and delivered, neither the Disclosing Party nor the Recipient shall be under any legal obligation of any kind whatsoever with respect to such a transaction, or any other transaction or matter, by virtue of this Agreement, except for the matters specifically set forth herein. Each of the Disclosing Party and the Recipient reserves the right, in its sole and absolute discretion, to reject any and all offers and proposals made by the other and to terminate discussions with the other at any time. The Disclosing Party is under no obligation to disclose any Evaluation Material and the disclosure of certain Evaluation Material may be conditioned upon further written agreements between the parties including agreements further limiting access to such certain Evaluation Material to certain specified Representatives.

Section 11 Specific Performance.

(a) Acknowledgment. The Recipient hereby acknowledges and agrees that the subject matter of this Agreement are of a special and unique nature, the loss of which cannot be accurately compensated for in damages by an action at law, and that the breach or threatened breach of the provisions of this Agreement by the Recipient or any of its Representatives may cause the Disclosing Party and its Representatives irreparable harm and that money damages may not be an adequate remedy for any breach or threatened breach of the provisions of this Agreement by the Recipient or any of its Representatives.

(b) Specific Performance. The Recipient hereby agrees on behalf of itself and its Representatives that the Disclosing Party and its Representatives shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this Agreement by the Recipient or any of its Representatives and to specifically enforce the terms and provisions of this Agreement, this being in addition to any other remedy to which the Disclosing Party or its Representatives may be entitled at law or in equity.

Section 12 Securities Laws. The Recipient acknowledges that it is aware (and will inform its Representatives who are informed of the Proposed Transaction or any Evaluation Material) of its obligations under federal and state securities laws with respect to (a) the possession and awareness of material non-public information, and that certain of the Evaluation Material may constitute material non-public information, (b) trading in securities of any of the entities whose information has been provided under this Agreement while in possession of material non-public information obtained from the Disclosing Party (including without limitation, any of the Evaluation Material) and (c) providing such information to other persons who purchase or sell securities of the Disclosing Party. The Recipient and its Representatives shall comply with all applicable securities laws.

Section 13 Competitive Information. The Recipient acknowledges that certain information disclosed hereunder by the Disclosing Party in connection with the Proposed Transaction may be competitively sensitive information, and therefore the Recipient agrees (i) not to disclose such competitively sensitive information to anyone who is engaged in a business function that competes with

the Disclosing Party of such information, and (ii) to use such competitively sensitive information solely in connection with, and to the extent necessary, the Recipient's evaluation and consummation of the Proposed Transaction.

Section 14 Miscellaneous.

(a) Notices. All notices, requests, demands and other communications to any party or given under this Agreement must be in writing and delivered personally, by overnight delivery or courier or by registered mail to the Party at the address specified for such party on the signature page hereto (or at such other address as may be specified by such party in writing given at least five (5) business days prior thereto).

(b) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

(c) Amendment of Agreement. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each of party hereto. For the avoidance of doubt, the terms of any click-through or similar electronic agreement found on any website, virtual data room or other electronic medium used to furnish Evaluation Material on or after the date hereof shall not qualify as such and shall be of no force or effect and shall not bind the parties hereto or their Representatives in any manner.

(d) Successors and Assigns; Assignability. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. This Agreement may not be assigned by any party hereto without the prior written consent of other party hereto. Any assignment or attempted assignment in contravention of this subsection shall be void ab initio and shall not relieve the assigning party of any obligation under this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions.

(f) Integration. This Agreement contains and constitutes the entire agreement of the Disclosing Party and the Recipient with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral, of the Disclosing Party and the Recipient.

(g) Severability. If any term or provision of this Agreement shall be determined to be invalid, illegal or incapable of being enforced by any rule of law, public policy or other reason, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Disclosing Party and the Recipient shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Disclosing Party and the Recipient as closely as possible in an acceptable manner to the end that the protections afforded hereby are fulfilled to the maximum extent possible.

(h) No Waiver; Remedies. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege shall not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

(i) No Third-Party Rights. This Agreement is not intended, and shall not be construed, to create any rights in any parties other than the Disclosing Party and the Recipient and no Person may assert any rights as third-party beneficiary hereunder. The parties acknowledge and agree, for the avoidance of doubt, that the parties hereto intend that the Disclosing Party's affiliates are third-party beneficiaries hereof.

(j) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING OR ACTION TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY LAWSUIT, PROCEEDING OR ACTION WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(k) Submission to Jurisdiction. The Recipient hereby (i) agrees that any lawsuit, proceeding or action with respect to this Agreement may be brought only in the courts of the State of North Dakota or of the United States of America for the District of North Dakota, (ii) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (iii) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any lawsuit, proceeding or action in those jurisdictions, and (iv) irrevocably consents to the service of process of any of the courts referred to above in any lawsuit, proceeding or action by the mailing of copies of the process to the parties hereto as provided in clause (a) above.

(l) No Strict Construction. This Agreement was negotiated fully and equally between the parties and their legal counsel, and any ambiguity in this Agreement shall not be construed against any particular party as a result of the drafting hereof.

(m) Other Business Activities. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not limit, restrict or impair the ability of the Disclosing Party, the Recipient or their respective Representatives to engage in transactions in the ordinary course of business with respect to securities, instruments and interests of the other party or any other person or entity, so long as such transactions do not violate applicable United States securities laws. This paragraph shall not be interpreted to broaden the definition of Representatives or modify the limitation on those persons to whom the Recipient may disclose Evaluation Material.

(n) Termination. This Agreement, and all obligations hereunder, shall expire on the third (3rd) anniversary of the date first written above.

[*signature page follows*]

IN WITNESS WHEREOF, the Recipient has caused this Agreement to be executed as of the date and year first written above.

NOTICE ADDRESSES:

DISCLOSING PARTY:

APPLIED DIGITAL CORPORATION

3811 Turtle Creek Blvd, Suite 2100
Dallas, TX 75219
Attn: General Counsel

By: 
Name: Mark Chavez
Title: General Counsel

RECIPIENT

By: 
Name: ~~James Gilmour~~

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
MNDA (City of Fargo - J. Gilmour and Applied Digital Corporation)	43347ecb-24fb-4c09-b8ca-b2333076c9d3

Contracts signed by:

MARK CHAVEZ

Signer ID: 7e8e13a6-6bea-4c70-a7c2-5f37b5a5243c
Email: machavez@applieddigital.com

Date / Time: Jun 26, 2025 at 9:29 AM EDT
IP Address: 75.16.177.151
User Agent: Mozilla/5.0 (iPhone; CPU iPhone OS 18_5_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) EdgiOS/137.0.3296.92 Version/18.0 Mobile/15E148 Safari/604.1

James Gilmour

Signer ID: d2025cab-7682-4ecc-ab9a-37176787fe8b
Email: jgilmour@fargond.gov

Date / Time: Jun 26, 2025 at 10:12 AM EDT
IP Address: 165.234.101.171
User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36 Edg/137.0.0.0